

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

**STIPULATION OF SETTLEMENT OF MOTION OF SANTANDER CONSUMER USA
INC. FOR RELIEF FROM THE AUTOMATIC STAY**

This matter having been brought before the Court on a Motion For Relief From The Automatic Stay by William E. Craig, Esquire, attorney for Santander Consumer USA Inc. (“Santander”), with the appearance of Brad J. Sadek, Esquire on behalf of the Debtor, and the parties having resolved said Motion as hereinafter set forth and by the agreement of all counsel the parties hereby stipulate;

1. That Santander is the holder of a first purchase money security interest in a 2014 Nissan Pathfinder bearing vehicle identification number 5N1AR2MM6EC608870.
2. That the parties stipulate that the Debtor's account with Santander has arrears through July 2020 in the amount of \$3,516.29; that with the addition of counsel fees and costs for the instant Motion in the amount of \$431.00, the total amount to be cured is \$3,947.29.
3. That the Debtor is to cure the arrearage set forth in paragraph two (2) above by making her regular monthly payment of \$591.37 plus an additional \$657.88 per month (total payment of \$1,249.25) for the months of August 2020 through January 2021 directly to Santander.
4. That commencing August 2020, if the Debtor fails to make any payment to Santander within thirty (30) days after it falls due, Santander may send, via

facsimile and regular mail, the Debtor and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.

5. That the Debtor must maintain insurance on the vehicle. The vehicle must have full comprehensive and collision coverage with deductibles not exceeding \$500.00 each. Santander Consumer USA Inc. must be listed as loss payee. If the Debtor fails to maintain valid insurance, or fails to provide proof of same upon request, Santander may send, via facsimile and regular mail, the Debtor and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.
6. That the parties agree that a facsimile signature shall be considered an original signature.

We hereby agree to the form and entry of this Order:

/s/ Brad J. Sadek
Brad J. Sadek, Esquire
Attorney for the Debtor

/s/ William E. Craig
William E. Craig, Esquire
Attorney for Santander Consumer USA Inc.